

14-23538

SEAK

"motion of object"

Landmark Trust Board

11 Primary ^{majority} ^{Section 46} ^{Class 46} ^{Courts}

DEAR, LONGE DREAM.

I need to have Cansel look
into cases before choosing
to dismiss them
1/2 VOTE TO NOT DISMISS

$\frac{1}{2}$ VOTE TO NOT VALID

2) correct miss filled forms

In Reference to ONSRBS

Objections with no true

9 hudema + ex 05-25-2021

and date 19, 2021 Answers

and Appearance not

possible and used to
not only to be used but also to

Thank ~~you~~ ~~for~~ ~~the~~ ~~information~~

II

DEFENSES

In this section, state any legal theories that, even assuming that what plaintiff has alleged in the complaint is true, do not permit the plaintiff to win the case. Attach additional sheets of paper as necessary.

FIRST DEFENSE:

SECOND DEFENSE:

THIRD DEFENSE:

WHEREFORE defendant asks this Court to dismiss the complaint and enter judgment in favor of defendant.

[If you have any counterclaim against the plaintiff that arises out of the same events or transactions stated in the complaint, and/or any crossclaims against the other defendants that arise out of the same events or transactions stated in this complaint, and/or any third-party claims you have against third-parties (that is, someone not already named in the lawsuit) that arise out of the same events or transactions stated in the complaint, you should attach additional sheets of paper to set forth the facts and bases for any such claims. See the Pro Se Manual for a further explanation.]

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 21 day of JULY, 2021

Signature of Defendant

Address

Telephone Number

Fax Number (if you have one)

Mr. Jones

323-292-1294

Email - Neo527e@att.net

Case # 18-23538

Seas.

"MOTION TO EXTEND
TIME"

DEAR, JUDGE DRAIN

ORDER-9533 - APPEARING
IN COURT - SIGNED June 7th

- I would like to have
my fees waived

also need an extension
for more time to file
appeal and Tenbaw's Seminar

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PRO SE, SMITH, JAMES EDWARD

Plaintiff,

-against-

DEBORAH WELLS GOSSEL

Defendant,

NOTICE OF APPEARANCE

Docket Number: 18-23538

Smith Civ. WEL (PRO)

Please take notice that the undersigned SMITH, JAMES EDWARD
(Your name)

hereby appears Pro se in the above captioned matter and that all future correspondence and papers in connection with this action are to be directed to the undersigned.

Dated: 2021.05.05
2021.07.06
New York, New York

[Signature]
Signature

5167 S ST ANDREWS
Address

LOS ANGELES, CA 90062
City, State, Zip Code

3232921296
Telephone Number

(ix) *Debtors' Twenty-Third Omnibus Objection to Proofs of Claim (No Liability Claims)* (ECF No. 9284);

(x) *Debtors' Twenty-Fifth Omnibus Objection to Proofs of Claim (Reduce, Reclassify, or Disallow)* (ECF No. 9286);

(xi) *Debtors' Twenty-Sixth Omnibus Objection to Proofs of Claim and Ballots (No Liability Claims)* (ECF No. 9402);

(xii) *Debtors' Twenty-Seventh Omnibus Objection to Proofs of Claim (Reclassify or Disallow Claims)* (ECF No. 9403); and

(xiii) *Debtors' Twenty-Ninth Omnibus Objection to Proofs of Claim and Ballots (Reduce and Allow)* (ECF No. 9444).

The Hearings may be rescheduled further by the Debtors on notice to the affected claimant(s) pursuant to the Claims Procedures Order.

Dated: June 18, 2021
New York, New York

/s/ Garrett A. Fail

Ray C. Schrock, P.C.

Jacqueline Marcus

Garrett A. Fail

Sunny Singh

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

New York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007

*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PRO SE, SMITH James Edward

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

- against -

2185
2185 Civ. (82353) (202) ()
Over 12

ANSWER

LOEIL GASTAL & MARGES
LLP

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

I

ADMISSIONS AND DENIALS

In this section, state which factual allegations in the complaint you admit to and which factual allegations you deny. You should refer to the complaint paragraph by paragraph (and sentence by sentence within each paragraph), in the same order as the paragraphs and sentences appear in the complaint. Attach additional sheets of papers as necessary.

1. EXHIBIT B "CLAIMANTS" Listed as Respective Claimant
See Rule OR EXHIBITS A, B, C
2. EXHIBIT A "Proof of Claims" Sent objection and claimant
does not need to file need to appear at the
3. hearing, show "Response Readiness" paperwork.
4. WATCHTELL, CAPTION, RESEN & KAR Lawfirm
that Sears hired to verify Budget Amount
5. Shown in "Letter of Credit" Series in Ex.
6. Sears & HR Department notes Sent in
Review work
7. _____
8. Submitted Answers from March 25th
Care Case
9. _____
10. Wanted more Review Sending what
Lacked in the first Sending.

- | | | |
|---|---|--|
| (c) Pension, annuity, or life insurance payments | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (d) Disability or worker's compensation payments | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (e) Gifts or inheritances | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (f) Any other public benefits (unemployment, social security, food stamps, veteran's, etc.) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| (g) Any other sources | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

If you answered "Yes" to any question above, describe below or on separate pages each source of money and state the amount that you received and what you expect to receive in the future.

GR, FRESH BOTH CALIFORNIA LAW Income program

If you answered "No" to all of the questions above, explain how you are paying your expenses:

4. How much money do you have in cash or in a checking, savings, or inmate account? *0*
5. Do you own any automobile, real estate, stock, bond, security, trust, jewelry, art work, or other financial instrument or thing of value, including any item of value held in someone else's name? If so, describe the property and its approximate value: *Various locations inheritance have not received from last appoint*
6. Do you have any housing, transportation, utilities, or loan payments, or other regular monthly expenses? If so, describe and provide the amount of the monthly expense: *Dependent on education \$5.00 and 10.00 USD.*
7. List all people who are dependent on you for support, your relationship with each person, and how much you contribute to their support (only provide initials for minors under 18): *Agustin C. Jarama*
8. Do you have any debts or financial obligations not described above? If so, describe the amounts owed and to whom they are payable: *yes \$15.00 end of lease*

Declaration: I declare under penalty of perjury that the above information is true. I understand that a false statement may result in a dismissal of my claims.

2021-17-06
Dated

[Signature]
Signature

Smith, James, G. Moore
Name (Last, First, MI)

Prison Identification # (if incarcerated)

5167 6 ST ADAMS
Address

City

State

Zip Code

323-242-1294
Telephone Number

nees211@earthlink.com
E-mail Address (if available)

II
DEFENSES

In this section, state any legal theories that, even assuming that what plaintiff has alleged in the complaint is true, do not permit the plaintiff to win the case. Attach additional sheets of paper as necessary.

FIRST DEFENSE:

notice of hearing o DEBTORS Trusting - Trust
omni objection

SECOND DEFENSE:

Proof of claim

THIRD DEFENSE:

Responses to the objection were
Referenced work

WHEREFORE defendant asks this Court to dismiss the complaint and enter judgment in favor of defendant.

[If you have any counterclaim against the plaintiff that arises out of the same events or transactions stated in the complaint, and/or any crossclaims against the other defendants that arise out of the same events or transactions stated in this complaint, and/or any third-party claims you have against third-parties (that is, someone not already named in the lawsuit) that arise out of the same events or transactions stated in the complaint, you should attach additional sheets of paper to set forth the facts and bases for any such claims. See the Pro Se Manual for a further explanation.]

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 17 day of June, 2021

Signature of Defendant

Address

Telephone Number

Fax Number (if you have one)

James Simon Edmund
5167 S ST ANDREWS
90062, LOS ANGELES
CA, 90062
323-242-1241
323-242-1241

II

DEFENSES

In this section, state any legal theories that, even assuming that what plaintiff has alleged in the complaint is true, do not permit the plaintiff to win the case. Attach additional sheets of paper as necessary.

FIRST DEFENSE:

notice of hearing to DEBTORS Trusting - Trust
omitted objection

SECOND DEFENSE:

PROOF of claim

THIRD DEFENSE:

responses to the objection were
referenced work

WHEREFORE defendant asks this Court to dismiss the complaint and enter judgment in favor of defendant.

[If you have any counterclaim against the plaintiff that arises out of the same events or transactions stated in the complaint, and/or any crossclaims against the other defendants that arise out of the same events or transactions stated in this complaint, and/or any third-party claims you have against third-parties (that is, someone not already named in the lawsuit) that arise out of the same events or transactions stated in the complaint, you should attach additional sheets of paper to set forth the facts and bases for any such claims. See the Pro Se Manual for a further explanation.]

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 17 day of June, 2021

Signature of Defendant

James S. S. Edwards

Address

5167 S ST ANDREWS
90062, LOS ANGELES
CA, 90062

Telephone Number

323-242-1241

Fax Number (if you have one)

323-242-1241

STATE OF CALIFORNIA

Edmund G. Brown Jr., Governor

DEPARTMENT OF INDUSTRIAL RELATIONS

Labor Commissioner's Office

320 W 4th St, Ste 450

Los Angeles, CA 90013

Email: laborcomm.wca.lao@dir.ca.gov • Fax: (213) 897-4059 • www.dir.ca.gov



December 7, 2018

James Edmond Smith
5167 S. St Andrews Place
Los Angeles, CA 90062

Case Number: WC-CM-609099

Dear Claimant: James Edmond Smith

Please see the copy of the bankruptcy filing attached which indicates your employer(s) have filed for bankruptcy protection. When a bankruptcy filing exists, the Labor Commissioner does not have jurisdiction over claims against the bankruptcy filer(s) and wage claims against such employers are closed/dismissed.

Sincerely,

Cathy Ray

Deputy Labor Commissioner
(213) 897-3568

19509 February

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.



James Edmond Smith

Fri 7/20/2018, 5:41 AM

ASC Customer Service, ▢

▢ ▢ ▢ ▢

I am confused do you need my social security number James Edmond Smith's SSN# [REDACTED] 4216, or are you letting me know to reference to the social security number when calling to inquire about my health or payroll benefits?.

Sent from Mail for James Edmond Smith.

▢

From: ASC Customer Service,
<ASCCustomerService@searshc.com>
Sent: Thursday, July 19, 2018 12:38:20 PM
To: James Edmond Smith
Subject: RE: James issue with ethics report.

Hi James,

From: ASC Customer Service,
<ASCCustomerService@searshc.com>
Sent: Wednesday, July 18, 2018 10:08:43 AM
To: James Edmond Smith
Subject: RE: James issue with ethics report.

Hi James,

Thank you for writing to us,

With reference to below email, request to help us with
your employee id or the case id to assist you further.

Kindly let us know for further assistance.

Thank you,
Grace

From: James Edmond Smith
(<mailto:js5311@outlook.com>)
Sent: Wednesday, July 18, 2018 12:05 PM
To: ASC Customer Service,
<ASCCustomerService@searshc.com>
Subject: Re: James Issue with ethics report.

Enterprise Security Team Alert: This email originated
from outside of the organization. Please use caution
when opening messages from external sources.



Hi again I found the report to reference to for the mistake in sending my paperwork to Sears Hometown and outlet please reference to the information and let me know how you can fix the issue. Thanks James.

Sent from Mail for James Edmond Smith.

From: ASC Customer Service,
<ASCCustomerService@searshc.com>
Sent: Wednesday, July 18, 2018 12:04:30 PM
To: James Edmond Smith
Subject: RE: James issue with ethics report.

Hi James,

Apologies for the inconvenience,

As per the below email, we no longer provide service for the outlet stores and request you to contact them for further details at 855-974-6748 (Option 3).

Kindly let us know for further assistance.

Thank you,
Neha

From: James Edmond Smith
(<mailto:js5311@outlook.com>)
Sent: Wednesday, July 18, 2018 2:39 PM

Sears Credit Account Master Trust I

Group 1 Monthly Certificate holders Statement

Distribution Date: November 15, 1996 Due Period Ending: October, 2026

Under the Series Supplements relating to the Pooling and Servicing Agreement dated as of November 18, 1992 by and among Sears Roebuck and Co., Sears Receivables Financing Group, Inc. and First Trust of Illinois, Sears Investment Inc., as Trustee, the Trustee is required to prepare certain information each month regarding current distributions to Certificate holders and the performance of the Trust. The information for the Due Period and Distribution Date listed above is set forth below:

A. Payments to Group 1 Investors this Due Period (per \$1,000 of Original Invested Principal)

Group 1	Total	Interest	Principal
Series 0	\$41.871527700	\$0.204861110	\$0.000000000

B. Trust Performance

1. Principal Receivables at the end of the Due Period.

(a) Total Master Trust

Investor Interest	\$0.00
Seller Interest	1,244,046,492.83

TOTAL MASTER TRUST	\$1,244,046,492.83

(b) Investor Interest by Groups

Group 1	\$0.00

TOTAL INVESTOR INTEREST BY GROUPS	\$0.00

(c) Group 1 Investor Interest

Series 1	\$0.00

TOTAL GROUP 1 INVESTOR INTEREST	\$0.00

2. Invested Amounts

(a) Invested Amount by Groups

Group 1	\$0.00
---------	--------

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PRO SE, SMITH, JAMES EDWARD

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

one Civ. 18-2358 (100) ()

- against -

DEVOTUS, WEL, GOTSAL
A MANUS UP

NOTICE OF APPEARANCE

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

Please take notice that I, SMITH, JAMES EDWARD, a defendant in
(name)
this action, hereby appear *pro se* and that all future correspondence and papers in connection with
this action are to be directed to me at the address indicated below.

Dated: LA / Los Angeles CA
(town/city) (state)
California 17, 2021

[Signature]
Signature of Defendant
911 Tione RD
Address
LOS ANGELES, CA 90071
City, State & Zip Code
323-292-1291
Telephone Number
570
Fax Number (if you have one)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PRO SE, SMITH JAMES EDWARD

(In the space above enter the full name(s) of the plaintiff(s)/petitioner(s).)

Re Civ. 18-2358 (200) ()

- against -

DEVOTORS, WEIL, GOTSHAL
& MANEES LLP

NOTICE OF APPEARANCE

(In the space above enter the full name(s) of the defendant(s)/respondent(s).)

Please take notice that I, SMITH JAMES EDWARD, a defendant in
(name)
this action, hereby appear *pro se* and that all future correspondence and papers in connection with
this action are to be directed to me at the address indicated below.

Dated: LA / Los Angeles CA
(town/city) (state)
California 17, 2021


[Signature]
Signature of Defendant
911 TUNE RD
Address
LOS ANGELES, CA 90071
City, State & Zip Code
323-292-1291
Telephone Number
5/0
Fax Number (if you have one)

Form ID Application Acknowledgment

Your Form ID was successfully submitted. Your accession number for this submission is 9999999996-17-043964.

After Filer Support has reviewed your application you will receive an e-mail informing you that your request was either accepted (and include your new CIK), or rejected (and include the reason why).

If you have any questions regarding the status of your Form ID application, please contact Filer Support at (202) 551-8900.

Application for EDGAR Access (Form ID)	
Applicant Type:	Filer
Company/Individual:	Company
Draft Registration:	JOBS Act <input checked="" type="checkbox"/> 106
Draft Offering:	
Name of Applicant:	James Smith
Mailing Address:	5167 S ST ANDREWS PL LOS ANGELES, CA 90062
Phone:	2132209318
Tax Identification Number:	 50680
Filer Information	
"Doing Business As" Name:	SEARS ROEBUCK AND CO.
Foreign Name:	
Business Address:	5167 S ST ANDREWS PL LOS ANGELES, CA 90062
State of Incorporation:	IL
Fiscal Year End:	12/17
Contact for EDGAR Information, Inquiries and Access Codes	
Contact Name:	JAMES SMITH
Contact Address:	5167 S ST ANDREWS PL LOS ANGELES, CA 90062
Contact Phone:	2132009318
E-mail Address:	jsmith@searsinvestmentinc.com
Contact for SEC Account Information and Billing Invoices	
Contact Name:	JAMES SMITH
Contact Address:	5167 S ST ANDREWS PL LOS ANGELES, CA 90062
Contact Phone:	2137036357
Signature Information	
Signature:	James Smith
Date:	12/18/2017

8. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of
Illinois.

9. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

10. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by the Employee without the express written approval of the Employer, which may be withheld by the Employer at the Employer's absolute discretion.

11. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

12. Arbitration.

The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled by final binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall be conducted at a location mutually agreed upon by the parties. Within fifteen (15) days after the commencement of the arbitration, each party shall select one person to act as arbitrator, and the two arbitrators so selected shall select a third arbitrator within ten (10) days of their appointment. Each party shall bear its own costs and expenses and an equal share of the arbitrator's expenses and administrative fees of arbitration.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date written above.

Employee:

By: 

Name: Phelan K William

TOP Sheet

MISSING

See

Foot 12

DOT

PL 122 MR

see

- B. **Vacation.** Following the first six months of employment, the Employee shall be entitled to paid vacation days each calendar year subject to the regular policies and procedures of Employer.
- C. **Sick Leave.** The Employee shall be entitled to sick leave and emergency leave according to the regular policies and procedures of Employer. Additional sick leave or emergency leave over and above paid leave provided by the Employer, if any, shall be unpaid and shall be granted at the discretion of the Employer.
- D. **Medical and Group Life Insurance.** The Employer agrees to include the Employee in the group medical and hospital plan of the Employer subject to the regular policies and procedures of Employer. The Employee shall be responsible for payment of any federal or state income tax imposed upon these benefits.
- E. **Pension and Profit Sharing Plans.** The Employee shall be entitled to participate in any pension or profit sharing plan or other type of plan adopted by the Employer for the benefit of its regular employees.
- F. **Expense Reimbursement.** The Employee shall be entitled to reimbursement for all reasonable expenses authorized by the Employer and incurred by the Employee in the performance of the Employee's duties.

5. Term and Termination.

- A. The Employee's employment is "at will," and either Employee or Employer may terminate employment at any time, either with or without cause, upon written notice. For this purpose, the term "cause," as applied to Employee's performance and conduct, shall mean materially unacceptable job performance or other materially unacceptable conduct. Upon termination of employment for any reason, Employer will be obligated to pay to Employee only any accrued and unpaid wages (including payment for unused vacation time) through the effective date of termination. Employer shall not be obligated to make any additional payments to Employee in connection with any such termination.
- B. In the event the Employer is acquired, or is the non-surviving party in a merger, or sells all or substantially all of its assets, this Agreement shall not be terminated and the Employer agrees to use its best efforts to ensure that the transferee or surviving company is bound by the provisions of this Agreement.

6. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

7. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

~~NA'm
310-9130
734-9130~~

~~Robin
323-337
4098
213
1732 4244
John Hand~~

As per the below email, we no longer
provide service for the outlet stores and request you to
contact them for further details at 855-974-6748
(Option 3).

Kindly let us know for further assistance.

Thank you,
Neha

Report Details

Report Submission Date
7/8/2018

Reported Company/Branch Information
Location 01018 - Sears L A Baldwin Hills CA
3755 SANTA ROSALIA DR
City/State/Zip: LOS ANGELES, CA, 90008, UNITED STATES)

Details

Date of original report: 11/22/2017

Details: James' original hiring packets were sent to Sears Hometown and Outlet when they was supposed to be sent to Sears AA. There was a mistake with sending the correct information to the correct location.

Follow Up: James viewed his report and saw no responses, and the case was closed. James is still waiting for a response from the organization. James also wants to know how long the organization anticipates taking to send James's checks so that James can start working. James has been propositioned by several clients that would like James to interact with them, but James can not until he is put on the register for payroll.

Follow-Up Notes

There are no additional notes for this report.

Follow-Up Questions/Comments

There are no questions asked or comments from the organization.

Chat Transcripts

There are no chat transcripts for this incident.

case# 7/8/18
352022365201
8/31/18
482099440601

NOTE: This Document is used only for Borrowers Providing a Letter of Credit.

IRREVOCABLE STANDBY LETTER OF CREDIT

TO: Sears Investment Inc.
Director: James E. Smith
5167 S St Andrews Pl
Los Angeles CA, 90062

ISSUER

Sears Roebuck and Co.,
Sears Receivables Financing Group, Inc. and First Trust of Illinois,
National Association: as Trustee

JAMES E. SMITH

BENEFICIARY

SEARS ROEBUCK AND CO.

APPLICANT (BORROWER)

\$1,244,046,492.83

AMOUNT

10/14/2012

ISSUE DATE

12/31/2026

EXPIRATION DATE

LETTER OF CREDIT: Issuer establishes and issues this irrevocable standby letter of credit ("Letter of Credit") in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft or Drafts together with the documents described below. The Letter of Credit is payable within three (3) business days after presentation to Issuer of demand for payment. This Letter of Credit is irrevocable and non-transferable.

DRAWINGS: Partial drawings are permitted without limitation as to the maximum number of drawings that may be made up to the amount of this Letter of Credit. The presentation of any Draft shall reduce the amount available under this Letter of Credit by the amount of the Draft.

Weil, G. Shal & ~~Mar~~ manges
767 fth Ave
new York, NY 10653

Southern District of New York
300 Quarropas Street Room 248
white plains, NY ~~10660~~ 10601

Alvin Gump Strauss
Haver & Feld LLP
One Bryant Park
New York, NY 10036

320 W 4th
Suite 450
213-620-6330

Laboratory of the WCA. LA ~~Office~~
Dir. Craig NC

ARTICLES OF INCORPORATION
OF
Sears Roebuck and Co.

The undersigned incorporator(s), a natural person 18 years of age or older, in order to form a corporate entity under Illinois Statutes, adopts the following articles of incorporation.

ARTICLE I
NAME/REGISTERED OFFICE

The name of this corporation shall be Sears Roebuck and Co., located 3333 Beverly Rd., Hoffmann Estates, IL 60179

ARTICLE II
PURPOSE

In compliance with the requirements of the Business Corporation Act, and for the purposes of forming a for-profit business corporation in Illinois, the undersigned desire to form a corporation according to the following Articles of Incorporation of 1983.

ARTICLE III
DURATION

The duration of the corporate existence shall be perpetual.

ARTICLE IV
MEMBERSHIP/BOARD OF DIRECTORS

The corporation shall have no members. The management of the affairs of the corporation shall be vested in a Board of Directors, as defined in the corporation's bylaws. No Director shall have any right, title, or interest in or to any property of the corporation.

The number of Directors constituting the first Board of Directors is Holmun, Gary, their names and addresses being as follows:

Holmun, Gary	3333 Beverly Rd, Hoffmann Estates, IL 60179
Phelan, William K	3333 Beverly Rd, Hoffmann Estates, IL 60179
Kerns, Shawn	3333 Beverly Rd, Hoffmann Estates, IL 60179

Members of the first Board of Directors shall serve until the first annual meeting, at which their successors are duly elected and qualified, or removed as provided in the bylaws.

ARTICLE V
PERSONAL LIABILITY

No (member) officer or Director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the (members) officer, or Directors be subject to the payment of the debts or obligations of this corporation.

ARTICLE VI
DISSOLUTION

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of by the District Court of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

ARTICLE VII
INCORPORATOR(S)

The incorporator(s) of this corporation is/are:

The undersigned incorporator(s) certify (ies) that she/he/they execute(s) these articles for the purposes herein stated

Signature: [Signature] Date: 12-12-11

Signature: [Signature] Date: 12-12-11

Signature: [Signature] Date: 12-12-11

Signing of Agreements and General Documents

(i) For a company that is not a sole director company

Executed for and on behalf of Sears Roebuck And Co.

(094 053 086) by authority of the directors in the presence of:

[Signature]
Name: Holmun, Gary
Director or Secretary

[Signature]
[Signature]
Director: Phelan, William K
Witness: Beverly Grover

**SEARS HOLDINGS CORPORATION
CASH RIGHT – ADDENDUM TO
RESTRICTED STOCK AWARD AGREEMENT**

September 7, 2011

James E. Smith

Director,

As of September 1, 2011, Sears Holdings Corporation (the "Company") distributed to its shareholders (the "Distribution") all the shares of Class A Common Stock, par value \$0.01 per share and Series A Preferred Stock, par value \$0.01 per share (collectively "OSH Shares"), of Orchard Supply Hardware Stores Corporation ("OSH") held by the Company immediately prior to the Distribution. Pursuant to action taken by the Company under the Sears Holdings Corporation 2006 Stock Plan (the "Plan"), instead of a distribution of such OSH Shares with respect to any unvested shares of restricted stock awarded under the Plan as of December [30,] 2012 the record date for the Distribution ("Unvested Restricted Shares"), a cash right ("Cash Right") has been approved. Based on the Unvested Restricted Shares awarded to you under the Restricted Stock Award Agreement dated [date], you are hereby awarded the [Cash Right / Cash Rights] indicated below in lieu of any and all rights you would otherwise have had to OSH Shares (and/or cash in lieu of fractional OSH Shares) with respect to such Unvested Restricted Shares. Any Cash Right is subject to the same vesting requirements and other terms set forth in the Restricted Stock Award Agreement dated April 27, 2011 applicable to the Unvested Restricted Shares.

<u>Date of Grant</u> September 1, 2011	Unvested Restricted Shares	<u>Cash Right</u> \$50,000 payable \$50,000 payable \$50,000 payable	<u>Vesting Date</u> September 1, 2012 September 1, 2013 September 1, 2014
Sears Hometown[SHOS]	6,275,000.Shares[SHOS]	\$15.00..(per share)	Jan, 2012-2026
6 5/8% senior secured Notes:	147,000,000 .. Shares	Notes vary...	June, 2018

OR

<u>Date of Grant</u> September 1, 2011	Unvested Restricted Shares	Cash Right(s) \$50,000 vest \$50,000 vest \$50,000 vest	Vesting Date September 1, 2012 September 1, 2013 September 1, 2014

IN WITNESS WHEREOF, the parties have duly executed this Cash Right -- Addendum to Restricted Stock Award Agreement.

SEARS HOLDINGS CORPORATION

By: /s/ Phelan, William K.